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**Alanson SCHOOL DISTRICT  
Superintendent/K-12 Principal Contract**

THIS INITIAL CONTRACT OF EMPLOYMENT entered into this 6<sup>th</sup> day of May 2015, between the Alanson Public School District Board of Education, hereinafter call the "Board" and **Dean Paul**, hereinafter called the "Superintendent/K-12 Principal".

**WITNESSETH:**

**1. DUTIES**

The Superintendent/K-12 Principal agrees, during the period of this contract, to faithfully perform his duties and obligations in such capacity for the school district including, but not limited to those duties required by the School Code. The Superintendent/K-12 Principal will act as an advisor to the Board on matters pertaining to the administration of the School District, and the Superintendent/K-12 Principal will inform the Board as to the administrative action taken on its behalf. The Superintendent/K-12 Principal shall recommend, effect, or cause to be effected, the policies and programs of the Board of Education as may be adopted. The Superintendent/K-12 Principal will faithfully and diligently fulfill all the duties and obligations incumbent upon the executive head of the administrative section of the school system and the Alanson School District.

**2. QUALIFICATIONS**

The Superintendent/K-12 Principal represents that he/she meets all Michigan requirements and the qualifications established by the Board of Education for this position and agrees to perform the duties of Superintendent/K-12 Principal in a competent and professional manner in compliance with the laws applicable to the school district and the bylaws, policies, and regulations adopted by the Board of Education.

**3. TERM**

Pending receipt of the satisfactory results of a criminal background check he Board agrees to employ the Superintendent/K-12 Principal for the initial term of three (3) years commencing July 1, 2015. The Superintendent/K-12 Principal's contract shall be for 260 days each year of this contract.

The Board shall review this contract with the Superintendent/K-12 Principal annually, and shall, on or before March 31 of each ensuing year, take official action determining whether or not it is extended for an additional year and notify the Superintendent/K-12 Principal of its action in writing. If no action is taken by the Board, the contract shall be deemed to have been renewed for an additional year.

**4. COMPENSATION**

The Board agrees to pay the Superintendent/K-12 Principal, the annual rate of \$93,000 (ninety-three thousand dollars). Said sum shall be paid on twenty-six (26) bi-weekly installments.

The Board agrees to provide to the Superintendent/K-12 Principal an employer paid non-elective contribution in the annual amount of \$1,500.00 (one thousand five hundred dollars) into a 403(b) account to be deposited with any approved vendor of the Superintendent/K-12 Principal's choice within the District's 403(b) plan. Said sum shall be paid on twenty-six (26) bi-weekly installments.

The Board shall provide the Superintendent/K-12 Principal with the following benefits:

- Up to full-family health, dental, and vision coverage plus individual long-term disability insurance provided to other administrative or professional employees consistent with PA 152 of 2011.
- Group Term Life Insurance for the Superintendent/K-12 Principal for an amount two (2) times the annual salary.
- 12 sick days per year which can accumulate to a total of 120 days. Upon separation there will be no reimbursement of unused sick leave.

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- 20 vacation days per year, which cannot accumulate from year to year unless mutually agreed upon by the parties. Vacation days in excess of three (3) consecutive days used during the normal school calendar, other than the normally scheduled vacation (i.e. Christmas and Spring Break), must be approved in advance by the Board President.
- The Superintendent/K-12 Principal shall not be required to report on traditional national holidays including Independence Day, Labor Day, Thanksgiving, Christmas Eve and Day, New Years Eve and Day, Good Friday, and Memorial Day.

**5. EVALUATION**

The Board shall evaluate the Superintendent/K-12 Principal, at least annually, using the criteria and an evaluation process consistent with Act 451, being 380.1249 MCL.

**6. PROFESSIONAL LIABILITY**

The Board agrees that it shall defend, hold harmless and indemnify the Superintendent/K-12 Principal from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent/K-12 Principal in her individual capacity, or in her official capacity as agent and employee of the Alanson School District, provided the incident arose while the Superintendent/K-12 Principal was acting within the scope of her employment and excluding criminal litigations. The Board shall provide public liability insurance for the Superintendent/K-12 Principal to cover legal expenses in defense of claims and payment of judgment resulting from her functioning as Superintendent/K-12 Principal and will reimburse her for any portion of such expense and judgments not covered by insurance. In no case will individual Board members be considered personally liable for indemnifying the Superintendent/K-12 Principal against such demands, claims, suits, actions and legal proceedings.

**7. PROFESSIONAL GROWTH**

The Superintendent/K-12 Principal may attend professional meetings at the local, state and national levels, the expenses of said attendance to be paid by the Board. National meetings will require board approval. The Board shall reimburse the Superintendent/K-12 Principal for all reasonable expenses resulting from the performance of his duties as Superintendent/K-12 Principal including reimbursement at the IRS rate for mileage resulting from the performance of duties as the Superintendent/K-12 Principal.

The Board shall pay the association dues of the Superintendent/K-12 Principal for the American Association of School Superintendents, the Michigan Association of School Superintendents (MASA), The Michigan Negotiators Association, and the MASA region in which the School District is located, as well as other appropriate affiliations as approved.

**8. TERMINATION PROVISIONS**

The Superintendent/K-12 Principal may be discharged and this contract terminated at any time for a reason that is not arbitrary or capricious, including failure to uphold any Board of Education bylaw, policy, or regulation.

If, at any time, the Superintendent/K-12 Principal fails to maintain the credentials and qualifications for the position of Superintendent/K-12 Principal as required by this contract, the contract shall automatically terminate.

No discharge shall be effective until the Superintendent/K-12 Principal shall have an opportunity for a fair hearing before the Board after ten (10) days notice in writing.

The hearing shall be open to the public or a closed session, as the affected person elects under section 8 of the open meetings act, 1976 PA 267, MCL 15.268. At such hearing, the Superintendent/K-12 Principal may have legal counsel at his/her own expense.

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**9. MORAL TURPITUDE**

The Superintendent/K-12 Principal is prohibited from engaging in and the Board may void this contract if the Superintendent/K-12 Principal is found guilty of moral turpitude. Moral turpitude refers to cases of fraud, embezzlement, corruption, or immorality or commission of a crime involving a minor.

**10. TENURE EXCLUSION**

This contract does not confer tenure upon the Superintendent/K-12 Principal in the position of Superintendent/K-12 Principal or any other position in the district.

**11. GOVERNING LAW**

This contract is governed by and shall be interpreted in accord with the law of the State of Michigan. In the event of a breach on the part of either party to this agreement, nothing contained herein shall be construed to render the obligations of either party under this agreement null and void.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year above written.

By: Karen L. McFarland  
Board President

Date: 5-7-15

By: Dean J. Paul  
Superintendent/K-12 Principal

Date: 5/6/15